

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MAIN STREET AMERICA ASSURANCE COMPANY	: : : : : : : :	CIVIL ACTION
v.		NO. 21-3977
HOWARD LYNCH PLASTERING, INC., et al	: : : : :	

ORDER

AND NOW, this 14th day of February 2022, upon considering Plaintiff's Motion for summary judgment (ECF Doc. No. 19), Defendant W.B. Homes's Response (ECF Doc. No. 20), Plaintiff's Reply (ECF Doc. No. 22), Defendant Howard Lynch's default, and for reasons in the accompanying Memorandum, it is **ORDERED**:

1. Plaintiff's Motion for summary judgment (ECF Doc. No. 19) is **GRANTED in part** to the extent it seeks declaratory judgments it need not defend or indemnify Howard Lynch Plastering, Inc. and W.B. Homes, Inc. in the lawsuit captioned *William McGinnis, et al. v. W.B. Homes, Inc., et al.*, No. 2018-19272 (Montgomery Cnty. Ct. Com. Pl.)); need not indemnify W.B. Homes, Inc. for sums it paid to settle the Desnoyers Arbitration; and, need not indemnify W.B. Homes, Inc. for sums it paid to settle the thirty-two Homeowner Claims;

2. Plaintiff shall, no later than **February 16, 2022**, either: file a dismissal of its request for declaratory relief regarding its duty to defend Howard Lynch and W.B. Homes in the Desnoyers Arbitration and Homeowner Claims; or, **show cause** in a Memorandum not exceeding five pages as to why we should not close this case as the Complaint (ECF Doc. No. 1) and Motion for summary judgment (ECF Doc. No. 19) requested declaratory judgments regarding its duty to defend Howard Lynch and W.B. Homes in the Desnoyers Arbitration and Homeowner Claims,

but Plaintiff appears to have withdrawn this requested relief (ECF Doc. No. 22) as these disputes are fully resolved; and

3. We **defer** entering Judgment and closing the case until after we review Plaintiff's timely position as to its request for declaratory relief on a duty to defend in the Desnoyers Arbitration and Homeowner Claims.


KEARNEY, J.